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18 UNITED STATES DISTRICT COURT
19 DISTRICT OF NEVADA

20 THOMAS W. MCNAMARA, as the Court-
21 Appointed Receiver for Ideal Financial
22 Solutions, Inc.; Ascot Crossing, LLC; Chandon
23 Group, Inc.; Bracknell Shore, Ltd.; Fiscal
24 Fitness, LLC; Avanix, LLC; Debt Elimination
25 Systems, LLC; US Debt Relief, LLC; Money
26 Mastery, LLC; US Debt Assistance Corp.; IWB
Services (St. Kitts); Financial Fitness, LLC;
Debt to Wealth, LLC (St. Kitts); Debt to
Wealth, LLC (Nevada); Ideal Goodness, LLC;
Dollars West, LLC; Fluidity, LLC; Newport
Sails, LLC; Shaw Shank, LLC; Bunker Hillside,
LLC; Funding Guarantee, LLC; Newline Cash,
LLC; Wealth Fitness, LLC; Zeal Funding
Services, LLC; and related subsidiaries and
affiliates,

27 Plaintiff,

28 v.

29 VOLTAGE PAY INC., a Canadian corporation
30 doing business as voltagepay.com, Voltage
31 Payments, Inc., and Voltage Pay LLC; KEVIN
32 LEWIS; JETY HOLDINGS, a company of
33 unknown origins; DAVID SHEHKTER;
34 2170773 ONTARIO LIMITED, a Canadian
35 corporation; and ROES 1-10.

36 Defendants.

37 **Case No. 2:15-cv-02177-JAD-GWF**

38 **STIPULATED MOTION FOR
39 DISMISSAL WITH PREJUDICE OF
40 DEFENDANTS VOLTAGE PAY INC.,
41 JETY HOLDINGS, KEVIN LEWIS,
42 DAVID SHEHKTER, AND 2170773
43 ONTARIO LIMITED**

44 Related Case:

45 *Federal Trade Commission v. Ideal Financial
46 Solutions, Inc. et al.*, District of Nevada, Case
47 No. 2:13-cv-00143-JAD-GWF

48 ECF No. 97

1 Plaintiff Thomas W. McNamara (the “Receiver” or “Plaintiff”) and Defendants Voltage
2 Pay Inc., Jet Holdings, Kevin Lewis, David Shekhter and 2170773 Ontario Limited
3 (collectively, “Defendants” and, with Plaintiff, the “Parties”) hereby jointly stipulate and move
4 for an order dismissing all claims against Defendants in this action with prejudice.

5 As specified in the Settlement Agreement between Plaintiff and Defendants, the Court
6 will retain jurisdiction over the Parties to enforce the Settlement Agreement and Mutual Release
7 of Claims executed by the Parties.

8 The Parties shall bear their own costs and fees except as expressly provided in the
9 Settlement Agreement and Mutual Release of Claims executed by the Parties.

10 IT IS SO STIPULATED.

11 Dated: December 4, 2017

Dated: December 4, 2017

12 By: /s/ Edward Chang
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17 Attorneys for Plaintiff

By: /s/ David P. Steiner
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22 Attorneys for Defendants

23 **ORDER**

24 IT IS SO ORDERED:

25 12-8-17

26 DATED: _____

27 _____
28 HON. JENNIFER A. DORSEY
UNITED STATES DISTRICT JUDGE